

AGREEMENT

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS**

AND

**SANTA MARIA JOINT UNION HIGH SCHOOL
DISTRICT**

FOR

ALCOHOL AND DRUG PROGRAM SERVICES

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STANDARD TERMS

AND CONDITIONS

AGREEMENT

WITH SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FOR ALCOHOL AND DRUG PROGRAM SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter “County”) and **Santa Maria Joint Union High School District (SMJUHSD)** (hereafter “District”) for the continued provision of **Alcohol and Drug Program Services** to District by County, and District’s continued payment of fees to County for services rendered.

WHEREAS, this Agreement outlines the roles and responsibilities of County and District regarding continuing Brief Risk Reduction Interview and Intervention Model (BRRIM) and school-based early intervention services; and

WHEREAS, during Fiscal Years 2021-2024, County and District jointly implemented programs for prevention and early intervention in schools to decrease cannabis use among youth over a three-year period with each party bearing their own program costs and expenses. Approval of the recommended action (BC #22-00351) allowed the Department of Behavioral Wellness (BWell) to fulfill grant program requirements to expand access to Alcohol and Drug Program (ADP) and decrease cannabis use amongst youth in partnership with schools and youth; and

WHEREAS, Board of State and Community Corrections (BSCC) Grant Award No. 963-21 funding source is no longer available due to its expiration; and

WHEREAS, it is deemed to be in the best interest of District and County that BRRIM and school-based early intervention services continue to be delivered to District students and to expand the focus of the services to address a broader array of substance misuse in addition to cannabis; and

WHEREAS, District thereby agrees to pay to County for **Alcohol and Drug Program Services** rendered by County for the period of November 13, 2024 through June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DESIGNATED REPRESENTATIVE:** Director at phone number 805-681-5220 is the designated representative of County and shall administer this Agreement for and on behalf of County. Assistant Superintendent of Business Services, Santa Maria Joint Union School District at phone number (805) 922-4573, extension 4401 is the designated representative for District. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Any notice or consent required or permitted to be given to the respective parties in writing, by personal delivery or facsimile, or with first-class mail, postage prepaid, or express courier service, as follows:

A. To County: Antonette Navarro, LMFT
Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
Fax: 805-681-5262

B. To District: Director Wellness Services
Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Fax: 805-928-9916

Director of Student Services
Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Fax: 805-928-9916

or at such other address, or to such other person, that the parties may from time-to-time designate in accordance to this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to have been received five (5) days following the deposit in the United States mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** County agrees to provide services to District in accordance with Exhibit A(s) attached hereto and incorporated herein by reference.
4. **TERM.** County shall commence performance on **November 13, 2024** and end performance upon completion, but no later than **June 30, 2025** unless earlier terminated.
5. **COMPENSATION OF COUNTY.** District shall pay County under this Agreement in accordance with the terms of Exhibit B and Exhibit B-1 (attached hereto and incorporated herein by reference). Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to District at the address given in Section 2 NOTICES above. Unless otherwise specified on Exhibit B, payment shall be due net thirty (30) days from District's receipt of invoice.
6. **STANDARD OF PERFORMANCE.** County represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, County shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which contracted provider is engaged. Permits and/or licenses shall be obtained and maintained by County or its contracted providers without additional compensation.
7. **CONFLICT OF INTEREST.** The parties covenant that the parties presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. The parties further covenant that in the performance of this Agreement, no person having any such interest will be employed by the parties.

8. OWNERSHIP AND INTELLECTUAL PROPERTY.

A. County and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by County in connection with performing the Services to the extent developed or acquired by County prior to the commencement or independently of this Contract (collectively, the “Pre-Existing Materials”), including all intellectual property rights therein.

B. This Section 8 shall survive the expiration or termination of this Contract.

- 9. COUNTY PROPERTY AND INFORMATION.** All of County’s property, documents, and information provided for District’s use in connection with the services shall remain County’s property, and District shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. District may use such items only in connection with the services. District shall not disseminate any County property, documents, or information without County’s prior written consent.
- 10. NO PUBLICITY OR ENDORSEMENT.** District shall not use County’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. District shall not use County’s name or logo in any manner that would give the appearance that County is endorsing District. District shall not in any way contract on behalf of or in the name of County. District shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding County or its projects, without the prior written consent of County in each instance.
- 11. MUTUAL INDEMNIFICATION.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
- 12. INSURANCE.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim,

expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

13. TERMINATION.

A. By County. County may, by written notice to District, terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of District to fulfill the obligations herein.

i. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days' written notice. At the end of the thirty (30) day period, the **Alcohol and Drug Program Services** being provided to District by County shall cease.

ii. **For Cause.** Should District default in the performance of this Agreement or materially breach any of its provisions, County may, at the County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, County shall immediately discontinue all services affected (unless the notice directs otherwise) and notify District as to the status of its performance. The date of termination shall be the date the notice is received by District, unless the notice directs otherwise.

B. By District. District may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for District convenience or because of the failure of County to fulfill the obligations herein. At the end of the thirty (30) day period, County shall cease work and notify District as to the status of its performance.

14. SECTION HEADINGS. The headings of several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

15. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision, hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. NO WAIVER OF DEFAULT. No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

18. **NONEXCLUSIVE AGREEMENT.** District understands that this is not an exclusive Agreement and that County will have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to the District as the County desires.
19. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.
20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **COMPLIANCE WITH LAW.** District shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of District in any action or proceeding against District, whether County is a party thereto or not, that District has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between District and County.
22. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the United States District Court, Central District of California, if in Federal court.
23. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
24. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, District hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which District is obligated which breach would have a material effect hereon.

25. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
26. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
27. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the District and of the County. If it cannot be resolved at this level, it is to be elevated to the District's Program Manager and County's designated Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
- A. Decision - Each party shall reduce the dispute to writing and submit to the appropriate Santa Barbara County Behavioral Wellness Department (Behavioral Wellness) Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the District within thirty business (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal –The District may appeal the decision (Item A above) in writing to the Behavioral Wellness Director, or designee, at 300 N. San Antonio Road, Santa Barbara, CA, 93110.
 - C. The decision of the Behavioral Wellness Director or designee shall be put in writing within twenty business (20) days of receipt of the District's appeal of the decision (Item A above) and a copy thereof mailed to the District's address for notices. The decision of the Behavioral Wellness Director or designee shall be final.
 - D. Pending final decision of the dispute hereunder, District and County shall proceed diligently with the performance of this Agreement.
 - E. The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular Dispute Resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

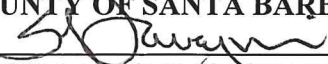
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SIGNATURE PAGE FOLLOWS

Agreement for Alcohol and Drug Program Services between the **County of Santa Barbara** and **Santa Maria Joint Union High School District (District)**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of November 13, 2024.

COUNTY OF SANTA BARBARA:

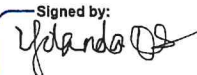
By 
STEVE LA VIGNINO, CHAIR
BOARD OF SUPERVISORS
Date 12-3-24

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

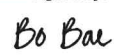
By 
Deputy Clerk
Date 12-3-24

DISTRICT:

Signed by: 
By Yolanda Ortiz
Name Yolanda Ortiz
Title Asst. Superintendent of Business
Date 11/21/2024

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by: 
By Bo Bai
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

DocuSigned by: 
By C. Schaffer
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

DocuSigned by: 
By Antonette Navarro
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

DocuSigned by: 
By Gregory Milligan
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

1. EXHIBIT A – ADP Statement of Work: Early Intervention Services Using the Brief Risk Reduction Interview and Intervention Model (BRRIM)
2. EXHIBIT B – Financial Provisions
3. EXHIBIT B-1 – Schedule of Fees

EXHIBIT A
ADP STATEMENT OF WORK
Early Intervention Services using the Brief Risk Reduction Interview and Intervention Model (BRRIM)

1. **PROGRAM SUMMARY.** Santa Maria Joint Union High School District (SMJUHSD) (herein after “District”) in collaboration with the County of Santa Barbara Department of Behavioral Wellness (herein after “County”) shall continue Early Intervention Services using the Brief Risk Reduction Interview and Intervention Model (BRRIM) (“Program”). The Program strives to develop an effective and sustainable student support system by identifying and coordinating referrals to engage students with early intervention and treatment programs at the High School level (9th through 12th). This Program shall be coordinated and aligned within the implementation framework of Early Intervention Services deployed through the existing school systems, practices, and daily routines. The Program will be offered by Behavioral Wellness (herein after “BWell”) staff at the following Schools:
 - a. Delta High School, 4893 Bethany Lane, Santa Maria, California
 - b. Pioneer High School, 675 Panther Drive, Santa Maria, California
 - c. Righetti High School, 941 East Foster Road, Santa Maria, California
 - d. Santa Maria High School, 901 South Broadway, Santa Maria, California
2. **PROGRAM GOALS.**
 - a. Utilize the BRRIM to screen students referred to the Program.
 - b. Provide students with referrals and linkage to early intervention and / or treatment services based on the BRRIM screening.
 - c. Utilize school-based screening and early intervention services to increase the perception of harm of substance misuse among youth.
 - d. Increase collaboration and communication between County and District to jointly combat youth substance use disorders and provide access and linkages to intervention and treatment programs.
3. **DEFINITIONS.**
 - a. Session - A facilitated meeting between a County Alcohol and Drug Specialist/Counselor and one or more students.
 - b. Series – A sequence of twelve (12) consecutive school weeks’ worth of Sessions at one School. School weeks where two or more days are holidays, no services are provided, and are not considered one of the twelve weeks in the session.
 - c. Week – Each week during a Series, there will be 1 group Session and up to 3 individual Sessions per week based on student needs.
 - d. School – One of 4 sites in Santa Maria Joint Union High School District, as defined in Exhibit A Statement of Work Section 1 Program Summary a-d.

4. QUANTITY OF SERIES. The quantity of Series per School will be provided by District, on a school by school basis, upon execution of this Agreement. A Series is defined as twelve (12) consecutive weeks of Sessions at one School.

- a. Maximum Number of Series – The maximum number of Series is one (1) per School for this Agreement.
- b. Series Scheduling – For scheduling of Series, District must notify BWell in writing at least 30 days prior to the start of the Series.

5. TIMING OF SESSIONS. No portion of the delivery of the services under this Agreement will be delivered after the end date of this Agreement.

6. RESPONSIBILITIES.

a. District Responsibilities:

- i. Identify District staff to coordinate with BWell staff to implement the Program in collaboration with the District schools.
- ii. Identify school staff at each participating school to coordinate Program implementation with BWell staff.
- iii. Provide a private, confidential space at each school in order to provide individual and group sessions.
- iv. Meet with BWell staff monthly to facilitate timely concerns or consult on program needs.
- v. Identify students for referral to the Program and submit referrals using the agreed upon Smartsheet Referral Form.
- vi. Schedule individual meeting times with students referred for BRRIM screening within agreed upon time slots.
- vii. Schedule group sessions at each participating school site within agreed upon time slots.

b. County Responsibilities:

- i. Identify BWell staff to coordinate with District staff and participating school staff to implement the Program in collaboration with the District schools.
- ii. Meet with District staff monthly to facilitate timely concerns or consult on program needs.
- iii. Receive student referrals from participating schools and confirm scheduled appointment times for BRRIM screenings with school staff.
- iv. Facilitate school-based early intervention group sessions on a weekly basis at agreed upon times and locations.

- v. Conduct individual follow-up sessions with students as identified.
 - vi. Provide referrals to community-based resources including youth development programs, recreational programs, and / or behavioral health treatment services as indicated on BRRIM screening.
 - vii. Share the following Program participation data to District and designated representative at participating Schools.
 - 1. Number of participants per group session;
 - 2. Number of individual sessions provided;
 - 3. Number of unique individuals screened;
 - 4. Number of unique individuals served in the early intervention / treatment services per School
 - viii. Share the following Program participation data to designated representative at participating Schools, upon request, and with completed Release of Information document per student (in compliance with all state and federal confidentiality requirements):
 - 1. Name of participant;
 - 2. Disposition of screening (referral to other community resource, early intervention referral, treatment referral).
7. **RIGHT TO EXCLUDE.** District reserves the right to exclude personnel assigned by County if District determines that such exclusion is necessary to address allegations of harm, danger, or other safety concerns.
- a. If District excludes personnel assigned by County, District must inform County in writing within seventy-two (72) hours of such exclusion.
 - b. If this clause 7 Right to Exclude is exercised by District, County will identify replacement personnel and provide timeline to District for resumption of services.
 - c. During this Exclusion Period, no services as described in this Exhibit A ADP Statement of Work will be provided at the School.
 - d. This Exclusion Period does not count towards weeks of the Series. If there is an Exclusion Period, this will extend the end date of the Series out to a new date commensurate with the length of the Exclusion Period.
 - e. Notwithstanding the new end date of the Series, no Services will be provided after the end date of this Agreement.
 - i. If this results in a Series of less than twelve (12) weeks, District will pay a pro-rated amount for that Series for that School.

8. **CONFIDENTIALITY.**

- a. District agrees, and District agrees to require its employees, agents, subcontractors to agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; 20 USC Section 1232g; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; 34 CFR Part 99; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and

Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85. Patient records must comply with all appropriate State and Federal requirements.

- b. District shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- c. District shall ensure that all staff receiving student data under this Agreement complete mandatory trainings, available through County-sponsored online training platform:
 - i. HIPAA Privacy and Security;
 - ii. Title 42 CFR Part 2 Training.
- d. District shall make itself and any subcontractors, employees or agents assisting District in the performance of its obligations under this Agreement, available to County at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, or state privacy laws, which involves inactions or actions by District, except where District or its subcontractor, employee or agent is a named adverse party.

9. NOTIFICATION REQUIREMENTS.

- a. District shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 - i. Legal suits initiated specific to the District's practice as it pertains to the Program;
 - ii. Initiation of criminal investigation of District when pertaining to the Program; or
 - iii. HIPAA breach by District or School employees, agents, or subcontractors.
- b. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. District shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- c. District may contact bwelcontractsstaff@sbcbswell.org for any contractual concerns or issues.

10. COLLABORATIVE MEETINGS.

- a. County shall conduct a Collaborative Meeting at least monthly with District to collaboratively discuss Programmatic matters.

11. ADDITIONAL TERMS AND CONDITIONS.

- a. **PERFORMANCE.** District shall adhere to all applicable County, State, and Federal laws in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein. District shall comply with any changes to these statutes

and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement.

- b. **COMPLIANCE WITH LAWS AND REGULATIONS.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. District shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- c. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.**

- i. District shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to District's facility(ies) and services under this Agreement. District shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.

- d. **NON-DISCRIMINATION CLAUSE:**

- i. During the performance of this Agreement, District and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. District shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. District and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. District shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. District and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

- e. **SUBCONTRACTS.** District shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT B

FINANCIAL PROVISIONS (with attached Schedule of Fees)

1. **Contract Maximum Value.** For County services to be rendered under this Agreement, the District shall pay the County for costs of providing services and administrative/indirect costs, as described in Exhibit A, up to the Contract Maximum (Exhibit B-1), with a maximum value not to exceed **\$58,696** during the term of the Agreement.
2. **Payment for Services.** Payment for services and/or reimbursement of costs shall be made within thirty (30) days of District's receipt of invoices, based upon the scope and methodology contained in Exhibit A(s).
3. **Submission of Invoices.** County shall submit an invoice to the District for services each fiscal year under this Agreement dated July 10 for services in arrears. Payment will be due 30 days after District's receipt of invoice. County will deliver invoice to the following address:
Santa Maria Joint Union High School District
2560 Skyway Drive
Santa Maria, CA 93455
Email: jpereyra@smjuhsd.org
4. **Payment Remittance.** Payment shall be made to the County within thirty (30) days of District's receipt of invoice. Payments should be remitted with a copy of the invoice to the following address:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Receivable
300 N. San Antonio Road Bldg. 3
Santa Barbara, CA 93110

EXHIBIT B-1 Schedule of Fees

Santa Barbara County - Behavioral Wellness ADP					
Prevention / Early Intervention Program Budget FY 24-25					
Program Budget					
Category	Description	Rate	Hours	Total Per 12 Week Series	Total for 4 (12 Week) Series
Staffing	Alcohol and Drug Specialist/Counselor	\$40.233	150.00	\$ 6,035	\$ 24,140
Benefits	Insurance, retirement, and payroll taxes at 75% of salaries			\$ 4,526	\$ 18,104
Salaries and Benefits				\$ 10,561	\$ 42,244
Mileage	From office to schools (10 miles RT per meeting at \$0.655/mile)			\$ 314	\$ 1,256
Building Costs	Office rent including utilities at \$334.00/month for 12 weeks at 31.25% (% of staff time)			\$ 313	\$ 1,252
Supplies	Office supplies, printed materials, snacks (\$1,000 per session)			\$ 1,000	\$ 4,000
Total Direct Costs				\$ 12,188	\$ 48,752
Admin/Indirect	20.4% of the total direct costs; these are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the project (ie. accounting, contracts, etc.)			\$ 2,486	\$ 9,944
Total Program Costs				\$ 14,674	\$ 58,696
*Budget Max is based on 1 (12 week) series at each of the 4 schools listed below.					
Program Hours Per 12 Week Series					
term	Meetings per Series per School	hours / meeting	Hours Per 12 Week Series		
12 weeks	1 group meeting per week	1.50	18.00		
12 weeks	3 individual meetings per week	1.00	36.00		
		Total Meeting Time	54.00		
12 persons	12 group meetings	10 min / person	24.00		
1 person	36 individual meetings	10 min / person	6.00		
		Documentation Time	30.00		
Travel	48 meetings	20 min RT	16.00		
Prep	48 meetings	1 hour / meeting	48.00		
		Total Program Hours	148.00		
		Hours / Week	12.33		
Mileage:					
From BW Office:	BWell Prevention Office 222 W. Carmen Ln, SM				
To Program Sites:	Santa Maria High School: 901 S. Broadway:	1.4 miles			
	Pioneer High School: 675 Panther Dr.	4.5 miles			
	Delta High School: 4893 Bethany Ln	4.6 miles			
	Righetti High School: 941 E. Foster Road	3.4 miles			
				Total Contract Maximum:	\$ 58,696